

**CONTRACT PERIOD THROUGH APRIL 30, 2004**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BIRD CONTROL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **APRIL 04, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Steve Varscsak, FMD  
**Sharon Tohtsoni**, Materials Management

(Please remove Serial 97117-SC from your contract notebooks)

## BIRD CONTROL SERVICES

### 1.0 INTENT:

The intent of this Request For Proposal is to establish a responsive/responsible contractor to install electrical non-lethal bird control system that deters nesting and roosting, through a behavioral modification method on County buildings, bridges, and other structures owned by Maricopa County. Only non-lethal electrical systems will be appraised in this RFP. Netting, trapping, Avitrol, hot foot, decoys, sound devices, movement devices, stationary spikes, or any other chemical or mechanical bird control system type will not be acceptable for this RFP. This service, as required, and by purchase order only.

**Additionally, the control of bats shall be a part of this RFP.**

### 2.0 SCOPE OF WORK:

- 2.1 The Contractor shall prepare the surfaces of the building via intensive cleaning. After cleaning, Contractor to supply, install, and make functional a low voltage electrical barrier system, as needed and requested by the County. The system must offer an effective and humane method of relocating birds from the building with resulting and significant health and esthetic benefits. The systems non-lethal approach to bird control must integrate critical factors including landscaping, climate, regulatory requirements, safety, and other potentially sensitive areas.

This service shall be priced per linear foot, which is to include taxes, site inspection, preparation, the system, schematics, and the warranty. Cost of ancillary equipment (scaffolds, lifts, swing stage, etc.) shall be billed to the County without markup and as a pass-through. After installation is completed for the bird control system, any additional charges incurred caused by Contractor's failure remove from the site said equipment and thus incurring additional rental charges, shall be at the expense of the Contractor.

- 2.2 Normal working hours will be 6:00 AM to 6:00 PM, Monday through Friday.
- 2.3 Contractor shall be permitted to access and work consecutive days (including weekends and holidays) once the work has commenced. This must be coordinated with Facilities Management staff or the User Agency.
- 2.4 Installation of the bird control system must follow historical guidelines where applicable.
- 2.5 Contractor shall be given ten (10) days prior notice before commencement of work.
- 2.6 All chemicals used for cleaning/sanitation shall have MSDS sheets supplied to the County prior to commencement of job project.
- 2.7 Contractor must supply the County a proposed schedule (start and finish) after submitting project cost for installation of the system.
- 2.8 **GUARANTEE:**

Contractor must guarantee the bird control system will eliminate the nesting and roosting of birds as long as the system is supplied by an electrical source. ~~The bird population must be reduced by 95% in ninety (90) days and maintain this over the entire length of the contract.~~ **The system shall be effective in the reduction of the bird population. The County and the Contractor shall work in partnership for a successful population decrease.** The bird control system components will be warranted for a period of one year after the date of installation and acceptance by the County. System malfunction caused by vandalism, building maintenance, or inclement weather, shall not be covered and repairs billed to the County as priced in the pricing section.

**2.9 OTHER THAN CONTRACTOR'S SYSTEM – REPAIRS:**

The Contractor shall be responsible for the repairs of other systems purchased by the County. These systems are all low-voltage non-lethal systems utilizing a wire and post with pulse generator. When called to provide repairs to either the Contractor's system or other than Contractor's system, the Contractor must respond on-site within twenty-four (24) hours. Continued documented no-shows, tardiness, or incomplete projects shall cause the County agency to file a complaint with the procurement officer overseeing this contract and a determination made for default.

**2.10 TYPE OF SYSTEM, MINIMUM SPECIFICATIONS:**

NOTE: Detailed below are specifications for current installed electrical bird control systems. If the Proposer can offer other alternative electrical systems, please provide such in your proposal.

Hot and ground wires, hard drawn or stranded cable 316 (purity) stainless steel non-insulated wire (diameter: .038" + or - .002), commercial strength temper high tensile strength; attached to non-conductive wire support insulators made of ceramic (vitreous glazed) or polycarbonate (plastic), having a dielectric constant of approximately 6.3 at 1 MHz.; stainless steel wires to run in a continuous loop; stainless steel wire positioned to have a height of 1" (+ or - 1/8") above the surface to which it is attached; The stainless steel wire spans shall allow for expansion and contraction via the use of a stainless steel expansion tension spring, keeping the wire taught. Other types of mechanical expansion/contraction mechanisms will be evaluated. This shall allow for variants in weather conditions, slack due to age of wires, and accidental step by maintenance workers; The wire loop shall have provisions for a take-up mechanism (for adjusted tension of the wires), made of stainless steel, capable of 1% field adjustment; Final hookup to a pulse generator. The pulse generator shall provide an output voltage of 1.2 Kv (+ or - .2 Kv, 10 ma (+ or - 2 ma) current), pulse timed; Enclosed in NEMA Type 3 or 4 outdoor electrical box, with light (constant on or blinking) to indicate system is operating; Input voltage 120 VAC, 60 Hz.; If necessary, the system can be divided into zones to prevent voltage drop, utilizing additional transformers. All hardware (bolts, nuts, screws, washers) shall be corrosive resistant stainless steel, grade 5 or better. All connections shall be made weather tight.

**2.11 PROJECT SITE INSPECTION:**

- 2.11.1 The Contractor shall be notified by the County when bird control services are needed. The Contractor shall meet on-site with the County representative to evaluate the bird problem and estimate the job. A determination shall be made by the Contractor to ascertain the severity of the infestation, and provide the proper system pulse timing necessary to deter the bird population.
- 2.11.2 Structural integrity of parapet walls to accommodate scaffolding or staging platforms shall be provided by the County, through the use of a professional registered structural engineering firm. All calculations and other pertinent data shall bear the stamp of the registered structural engineer.
- 2.11.3 Unhatched bird eggs and/or baby birds shall be collected by the Contractor and taken to a representative of the Arizona Humane Society or the Urban Wildlife Society, or should neither of these be available, a reputable agency pre-approved by the County and coordinated by the County. Lifeless birds found by the Contractor prior to cleaning shall be removed and disposed of in a humane manner.
- 2.11.4 Installation of any bird control system on a any structure that is considered historical in nature shall be reviewed by the Historical Preservation Committee. The Contractor shall ensure the proposed system will not harm the exterior, in writing.

**2.12 BUILDING PREPARATION:**

- 2.12.1 The Contractor shall prepare the building via a sanitation and clean-up process by treating the droppings with a disinfectant, scraping and brushing the droppings off the surfaces of building ledges, beams, and balconies, using manual labor or pressure washing. The purpose of this step is to remove

the health hazard that is inherent with bird droppings. All labor, chemicals/soaps/supplies used for preparation will be part of the linear foot price.

- 2.12.2 The surfaces will be cleaned using industrial strength soap cleaner and rinsed with water.
- 2.12.3 Vacuums shall be used to remove droppings where practical.
- 2.12.4 After bird debris has been removed and cleaned as above, cleaned areas will be retreated with a disinfectant.
- 2.12.5 If necessary, and directed to do so by the County, the process shall be repeated.
- 2.12.6 Immediately thereafter, the system must be installed.
- 2.12.7 All accumulated droppings to be removed from site by the Contractor.
- 2.12.8 The Contractor shall be responsible for protecting building entrances from overhead debris while performing the installation of the bird control system.

**2.13 ELECTRICAL SOURCE:**

- 2.13.1 The County will be responsible in providing the required electrical power source to operate the system. The outlet will be a non-ground fault circuit. The reason for this is to ensure the system does not become inoperative because of low ground faults. The Contractor shall not place his/her pulse generator wire cord in such manner that poses a safety issue with passer buyers or maintenance staff.
- 2.13.2 Electrical power to operate Contractors equipment and/or tools during installation of the system shall be provided by the County.

**2.14 TOOLS/STORAGE:**

- 2.14.1 Contractor shall be responsible to provide all hand held tools (electric or mechanical) and hardware in providing the installation of the bird control system to the building.
- 2.14.2 The Contractor shall be allowed to store his/her equipment, tools, machinery, and/or supplies on County premises until completion of job. All such equipment and/or supplies must be placed in a manner as to not cause injury to passer buyers. Responsibility for theft or damage to equipment, tools, machinery, and/or supplies shall be borne by the Contractor.

**2.15 EQUIPMENT/MACHINERY:**

Contractor will be responsible to provide any and all equipment/machinery necessary to perform the specifications herein. Costs for said equipment/machinery will be billed to the County without markup. A copy of the equipment/machinery invoice must accompany the Contractor's invoice.

**2.16 SCHEMATICS:**

Contractor shall supply the County a schematics plan of the system installation prior to commencement of work. This shall also include how the system will be attached to stone, concrete, or metal surfaces. All schematic plans must be pre-approved and signed-off by the County prior to commencement of the project. The County will be responsible to keep a file of all projects pertaining to this contract.

**2.17 COMPLETION OF PROJECT AND SYSTEM READY:**

After installation, the Contractor shall test the system to ensure it is functioning. The Contractor and a representative from FMD or the Using Agency shall review and inspect the installation, and after acceptance, sign-off as project completed and acceptable.

During the first ninety (90) days, Contractor shall return to the site every thirty days (30) to inspect and adjust the generator pulse timing to a longer off rate as deemed necessary for bird control.

Contractor may be required to adjust current (higher or lower) on system to ensure birds are not roosting while under warranty at no additional cost to the County.

Additionally, should the County require the Contractor to provide a monthly or semi-annual systems check after warranty, the cost of this service shall be line item priced in the PRICING section.

2.18 CONTRACTOR REQUIREMENTS:

- 2.18.1 All system electrical work shall comply with the requirements of the applicable edition of the National Electric Code, State and Local building codes.
- 2.18.2 In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified and be given four (4) days to correct the work. Labor for all rework will be at no cost to the County.
- 2.18.3 A Maricopa County Sheriff's Office background check will be a option for all employees of Contractor's staff providing services to the County. This is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this option shall be incurred by the County.
- 2.18.4 Contractor shall be responsible to obtain all required licenses and permits when and where applicable. Contractor must comply with all Arizona Statutes, and must hold a current State of Arizona, Structural Pest Control Commission license for General Pest, Category B.
- 2.18.5 A copy of picture Qualifying Party (QP) card for the license holder AND a copy of the Category B license must accompany proposal package. Licensed proposers may subcontract providing the County is notified in writing. The subcontractor must comply with all the conditions set forth in this contract.
- 2.18.6 Contractor's staff or sub-contractor's staff who will be utilized in the installation of the bird control system must hold CERTIFICATION by the Arizona Structural Pest Control Commission. The Contractor will be required to show proof of certification for each employee assigned to the project prior to commencement of work.
- 2.18.7 The Contractor shall perform the work in a way to minimize disruption to the normal operation of the building tenants. Upon completion of the work, the Contractor is responsible for cleaning and removing all debris, materials, and equipment associated with the work performed. Debris not to be placed into County trash containers.
- 2.18.8 The Contractor and their employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and local municipalities ordinances and regulations. Chemicals shall be transported in containers which will ensure proper protection to the job site, and must be properly labeled.
- 2.18.9 The Contractor will be required to perform the specifications, install the bird control system, and supply a warranty on their own merit without subcontracting to another contractor, **without prior approval of Maricopa County.**
- 2.18.10 **BAT CONTROL**

**If the Contractor does not have the capability of providing bat control service in-house, the Contractor may subcontract for this service. Each proposer submitting a proposal for this RFP must provide a statement as to whether they have in-house staff for this service, or will subcontract this service, or simply will not provide this service. Each proposer must state in their proposal, which of the three aforementioned options will be utilized.**

**All services for bat control shall be project quoted using the County's REQUEST FOR QUOTATION sheet.**





**2.19 EMPLOYEES OF THE CONTRACTOR:**

No one except authorized employees of the Contractor are allowed on the premises of Maricopa County buildings. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other persons unless said person is an authorized employee of the Contractor. At the County's option, the County may require security screening of all employees performing work at County sites. ALL EMPLOYEES MUST WEAR A COMPANY UNIFORM (SHIRT, VEST AND/OR HAT), IDENTIFIED WITH THE COMPANY NAME AT ALL TIMES.

**2.20 REMOVAL OF CONTRACTORS EMPLOYEES:**

The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. The County may require that the Contractor remove from the job site covered by the contract employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the County.

**2.21 INVOICING:**

Invoicing must be sent to the User Agency making the request to the Contractor for Bird Control Services. Most requests will be generated by the Facilities Management Department. Should this be the case, invoice sent to:

Facilities Management  
401 W. Jefferson St.  
Phoenix, AZ 85003

The invoice MUST contain:

Contract serial number

Terms as bid

Purchase order number (not applicable if P-card purchase)

Site address that is having the system installed

FMD Building number

Total linear feet

Rate of proposer

All ancillary equipment charges (lifts, scaffolds, etc.)

Total cost.

Note: If T&M work (repairs), labor hours, labor bid rate, then extended total. Parts to be billed separately and must be itemized.

Invoices received without these requirements shall be sent back to the Contractor, further delaying payment.

**2.22 TAX:**

Taxes shall be imposed on materials purchased by the County. No tax shall be levied against labor as noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

**2.23 OTHER THAN POST AND WIRE SYSTEM:**

The Contractor may utilize "other than post and wire system" for small portions of a building. Changes of this nature must be pre-approved by the County. The use of a different control system must be delineated in the Contractor's schematics. Pricing shall be the same as post and wire. The intent of this paragraph is to recognize that there may be certain small areas of a building wherein the post and wire system is simply not feasible (i.e., curved arch of a canopy; crevices, small circumference of the top of a column).

**2.24 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. The contractor assigned to this contract shall be provided a request for project quote form containing a detailed Scope of Work. As such, the contractor MUST submit a response for the project. The Contractor is not to submit their own project quote sheets (exceptions: if the contractor’s quote sheet has no terms and conditions and no provisions for a signature from the County). If the Contractor’s quote sheet contains any of the aforementioned, only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope Of Work for projects are those labor rates established in Attachment A, PRICING.**

**2.24.1 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor and materials.**

**2.24.2 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.**

**3.0 SPECIAL TERMS & CONDITIONS:**

**3.1 CONTRACT LENGTH:**

This Request for Proposals is for awarding a firm fixed price contract to cover a THREE (3) year period.

**3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of TWO (2), ONE (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County’s intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

**3.3 INDEMNIFICATION AND INSURANCE:**

**3.3.1 INDEMNIFICATION**

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR’S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2 **INSURANCE REQUIREMENTS:**

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.3.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.3.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

#### 3.4 ~~BUILDERS' RISK (PROPERTY) INSURANCE~~

~~The **CONTRACTOR** shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the **COUNTY** has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the **COUNTY**, the **CONTRACTOR**, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the **COUNTY**. For new construction projects, the **CONTRACTOR** agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the **CONTRACTOR** agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.~~

~~Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.~~

~~Builders' Risk insurance must provide coverage from the time any covered property comes under **CONTRACTOR'S** control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.~~

~~Required coverages may be modified by an amendment to the Contract documents.~~

~~If the Contract requires testing of equipment or other similar operations, at the option of the **COUNTY**, the **CONTRACTOR** will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.~~

### 3.5 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

### 3.6 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

### 3.7 REQUIREMENT OF CONTRACT BONDS:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

- (A) A Performance Bond in an amount OF \$10,000.00 conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond in an amount OF \$10,000.00 solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

**3.8 TESTING:**

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Proposer holding the contract.

**3.9 TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

**3.10 USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

**3.11 ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

**3.12 TECHNICAL AND DESCRIPTIVE LITERATURE:**

Proposer(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the PROPOSAL being rejected.

**3.13 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

**Purchase Card Clarification.**

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program. The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.

3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

**3.14 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

**3.15 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this price contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

**4.0 CONTRACT TERMS & CONDITIONS:**

**4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

**4.2 ESCALATION:**

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**4.4 DEFAULT:**

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**4.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contract should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this



Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**4.9 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the PROPOSAL price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 ASSIGNMENT OR SUBCONTRACTING:**

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice

shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**4.14 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**4.15 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**4.16 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.17 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action ,which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.18 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.19 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.20 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

**4.21 SEVERABILITY:**

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**4.22 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

**4.23 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

**4.24 FAILURE TO PROVIDE SERVICES:**

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**4.25 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.26 PRICE REDUCTIONS:**

By submitting a proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.26.1 Cancel the Contract, if it is currently in effect.

4.26.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.26.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

**4.27 CHANGES:**

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

**4.28 EMPLOYEE RESPONSIBILITY:**

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

**FIRST & LAST PEST CONTROL INC, 3132 W CLARENDON AVENUE, PHOENIX, AZ 85017**

**S073402 / B0606504**

**6.0 PRICING:**

Per specifications, pricing for site preparation and installation of bird control system:

- 6.1 Bird control system, which includes site inspection, preparation, the system, schematics, warranty: \$ 6.00 /per linear foot
- 6.2 Labor, for repair of non-warranty, or other than contractor's system (Business hours): \$60.00 /per hr.
- 6.3 Labor, for repair of non-warranty, or other than contractor's system (After business hours): \$75.00 /per hr.
- 6.4 Labor, for repair of non-warranty, or other than contractor's system, (Weekends, holidays): \$75.00 /per hr.
- 6.5 Labor, outside the scope of contract: \$60.00 /per hr.
- 6.6 Systems check, monthly: \$60.00 /per occasion\*
- 6.7 Systems check, semi-annual: \$60.00 /per occasion\*
- 6.8 Parts not under warranty, cost plus: 32%

**\*Includes the first hour, then billed per hour with rates as bid above.**

**Bat control service shall be project quoted. The contractor shall meet at the site and will be provided a REQUEST FOR QUOTATION sheet from the County.**

Terms:	NET 30
Federal Tax ID Number:	86-0829436
Telephone Number:	602/222-8555
Fax Number:	602/279-7037
Contact Person:	GAVIN R. GALLIFANT
Vendor Number:	860829436
E-mail Address:	<a href="mailto:bugzona@aol.com">bugzona@aol.com</a>
Contract Period:	To cover the period ending APRIL 30, 2004.